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EXHIBIT A

TO REGISTRATION STATEMENT

REGISTRATION SECTION

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.

1. Name and address of registrant SONTHEIMER AND COMPANY, INC. 1 Rockefeller Plaza New York, New York	2. Registration No. 1648
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3. Name of foreign principal JAPAN NATIONAL TOURIST ORGANIZATION	4. Principal address of foreign principal 45 Rockefeller Plaza New York, New York
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5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government☐ Foreign political party☐ Foreign or ☒ domestic organization: If either, check one of the following:☐ Partnership☐ Committee☒ Corporation☐ Voluntary group☐ Association☐ Other (specify) _____☐ Individual - State his nationality _____**TERMINATED****DATE 3-31-69**

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Not applicable.

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

Not applicable.

a) Principal address

b) Name and title of official with whom the registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Promotion of tourism in Japan.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal . . . Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed a full insert page may be used.)

Foreign principal is a Japanese corporation formed and owned by the Japanese Government for the purpose of promoting tourism in Japan. Registrant has been advised that the foreign principal has also registered under the Foreign Agents Registration Act; Registration Number 796.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable.

Date of Exhibit A
August 30, 1967

Name and Title
MORTON SONTHEIMER
President

Signature



UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
SONTHEIMER AND COMPANY, INC.
4 West 58th Street
New York, New York

Name of Foreign Principal
JAPAN NATIONAL TOURIST ORGANIZATION

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Not applicable.

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is engaged as public relations counsel in the United States, Canada and the Caribbean for the promotion of tourism in Japan.

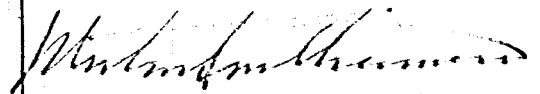
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B
August 30, 1967

Name and Title
MORTON SONTHEIMER
President

Signature



^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

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DEPARTMENT OF JUSTICE

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REGISTRATION SECTION

AGREEMENT dated as of August 1, 1967 between JAPAN NATIONAL

TOURIST ORGANIZATION (hereinafter referred to as "Client")

and SONTHEIMER AND COMPANY, INC. (hereinafter referred to as the "Company"), a New York corporation, as follows:

1. The term of this Agreement shall commence as of August 1, 1967 and terminate on March 31, 1968.

2. The services to be rendered by the Company shall be rendered in the United States, Canada and, where feasible, in the Caribbean, and shall include: Releases to and contacts with the travel trade press; encouragement of visits by writers, editors, commentators and others of public relations value to Japan and orientation and assistance to them; limited contact work with the general press and magazines and releases to such media; and generally to advise and consult the Client on matters of tourism and the national interest of Japan. The Company will also give public relations support to the Client's campaign to attract American conventions to Japan. To implement these obligations, the Company will make available the services of an account supervisor, account director, personal attention of the President, and limited staff support.

The Company agrees to submit reports at least monthly during the term.

The Company also agrees to prepare a report, study and/or master plan for public relations for the year commencing April 1, 1968. Said report will be submitted to the Client six (6) months after the execution of this Agreement.

3. The Client will pay the Company Thirty Thousand (\$30,000.)

Dollars for services under this Agreement, as follows:

A payment of Seven Thousand Five Hundred (\$7,500.) Dollars upon the signing of this Agreement. Seven (7) equal monthly payments of Three Thousand Two Hundred Fourteen and 29/100 (\$3,214.29) Dollars to begin September 1, 1967.

4. The aforementioned fees paid to the Company shall constitute full payment for the services to be rendered hereunder and shall cover salaries, all overhead costs, costs of communications, normal office supplies, representation (entertaining) local transportation and mailings, except as noted in paragraph 5.

5. Expenses for travel, photography, printing, advertising, motion pictures, clipping services or projects of an unanticipated or costly nature will be rebilled at cost or billed direct to the Client, but no such expenditures will be undertaken without the prior request or consent of the Client.

6. Any and all disputes or controversies arising out of this Agreement or its making, interpretation, performance, breach or alleged breach thereof, shall be submitted to the Supreme Court of the State of New York, in New York County, pursuant to the New York Simplified Procedure for Court Determination of Disputes. Service of process hereunder shall be deemed sufficient if sent by Registered Mail to the Company or the Client at their respective addresses.

7. All notices to be made hereunder to the Client shall be made to and in the name of JAPAN NATIONAL TOURIST ORGANIZATION, 45 Rockefeller Plaza, New York, New York. Any notices required to be sent to the Company hereunder shall be made to SONTHEIMER AND COMPANY, INC. at 4 West 58th Street, New York, New York.

8. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Agreement shall be considered a waiver of any succeeding or preceding breach.

9. This Agreement is complete and embraces the entire understanding between the Client and the Company; all prior

agreements between the parties, oral or in writing, having been merged herein. This Agreement may not be changed or supplemented orally but only in a writing signed by both parties hereto. This Agreement is made in the State of New York and shall be construed in accordance with the laws of New York applicable to the contracts wholly to be performed therein.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the day and year first above written.

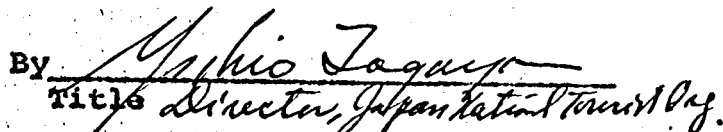
SONTHEIMER AND COMPANY, INC.

By 

Morton Sontheimer, President

Date August 15, 1967

JAPAN NATIONAL TOURIST ORGANIZATION

By 

Title Director, Japan National Tourist Org.

Date August 21, 1967